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7 Pages

FIRST AMENDMENT TO OIL AND GAS LEASE

Suzanne Henderson

This First Amendment to Oil and Gas Lease ("First Amendment") is executed by Henry Hays Lindsley, as Trustee for Henry and Chandler Lindsley Management Trust, and Ecom Real Estate Management, Inc., Trustee (collectively, "Lessor"), and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company ("Lessee"), to be effective as of APRIL 1, 2009 (the "Amendment Date").

WHEREAS, Lessor and Dale Resources, L.L.C. ("Dale") previously executed that certain Oil and Gas Lease dated April 13th, 2006 (the "Lease"), a copy of which was recorded on May 22nd, 2006, as Instrument No. D206153786 in the Real Property Records of Tarrant County, Texas, and covering approximately 65.548 acres of real property located in Tarrant County, Texas, as more particularly described in the Lease;

WHEREAS, Dale has assigned to Lessee (as successor by merger to Chesapeake Exploration Limited Partnership) all of Dale's right, title and interest as lessee in and to the Lease;

WHEREAS, Lessor and Lessee have agreed to amend the Lease as provided in this First Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment and in the Lease, and for other good and valuable consideration, which the parties acknowledge receiving, Lessor and Lessee agree as follows:

1. Paragraph 2 of the Lease is hereby deleted and replaced with the following:

"2. This is a paid up lease and subject to other provisions herein contained, this lease shall be for a term of three (3) years and one hundred eighty three (183) days from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder."

2. The first sentence in the paragraph titled "PRODUCING UNIT/POOLING/PUGH HORIZONTAL" (third paragraph) of the Exhibit "A" to the Lease is hereby deleted and replaced with the following:

"Notwithstanding any other provision contained in the Lease to the contrary, lessee shall include not less than one hundred percent (100%) of the Leased Premises in no more than two (2) pooled units. If all of the Leased Premises is not included in a pooled unit by a date which is one year after the expiration of the primary term, this lease shall terminate as to all lands not then included in a unit."

3. Lessor and Lessee agree to amend the legal description of the Leased Premises. The legal description contained in the lease is hereby replaced by the description contained the Exhibit "A-1," which is attached to this Amendment.

4. This First Amendment may be executed by facsimile or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

5. Notwithstanding anything herein to the contrary, except as otherwise specifically amended by this First Amendment, the parties hereby ratify the Lease and agree that the Lease remains in full force and effect. Insofar as necessary, Lessor hereby grants, leases, lets and demises to Lessee the Leased Premises pursuant to the terms of the Lease as amended by this First Amendment. Lessor acknowledges and approves of the assignment of the Lease to Lessee.

6. All capitalized terms used in this First Amendment which are not otherwise defined have the same definitions as set forth in the Lease.

7. Lessor and/or Lessee may record either a copy of this First Amendment or a memorandum thereof in the real property records of Tarrant County, Texas.

[signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to be effective as of the Amendment Date.

Lessor:

Henry and Chandler Lindsley Management Trust

By: Henry Hays Lindsley
Name: Henry Hays Lindsley
Title: Trustee

Ecom Real Estate Management, Inc., Trustee

By: William M. Nabors
Name: William M. Nabors
Title: President

Sheppards Development, Corp.

By: William M. Nabors
Name: William M. Nabors
Title: President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

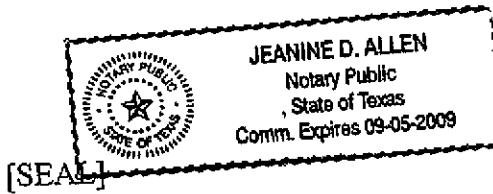
This instrument was acknowledged before me on the 1st day of APRIL, 2009, by Henry Hays Lindsley, as Trustee for the Henry and Chandler Lindsley Management Trust.



Diana Lynn Campbell
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

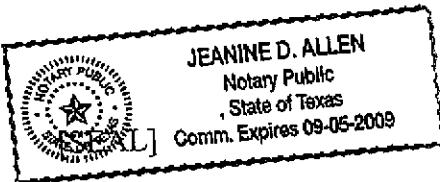
This instrument was acknowledged before me on the 31st day of March, 2009, by William M. Nabors, as President of Ecom Real Estate Management, Inc., on behalf of said corporation.



Jeanine D. Allen
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 31st day of March, 2009, by William M. Nabors, as President of Sheppards Development, Corp., on behalf of said corporation.



Jeanine D. Allen
Notary Public in and for the State of Texas

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to be effective as of the Amendment Date.

Lessee:

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

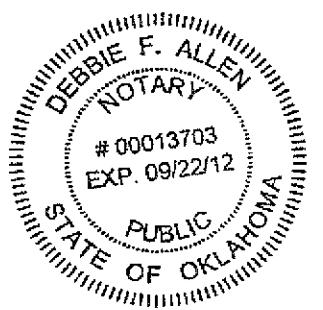
By: _____

HJH
Henry J. Hood, Senior Vice President –
Land & Legal and General Counsel

DRP
DRP

STATE OF Oklahoma §
COUNTY OF Oklahoma §

This instrument was acknowledged before me on this 8th day of April, 2009, by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake Operating, Inc., general partner of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.



Debbie F. Allen

Notary Public, State of Oklahoma

Printed Name: Debbie F. Allen

My commission expires: 9/22/12

Exhibit "A-1"

Tract 1

65.548 acres, more or less, out of the Ezekiel Roland Survey, Abstract No. 1313, more particularly described as follows:

85.262 acres; more or less, out of the Ezekiel Roland Survey, Abstract No. 1313, being more particularly described by metes and bounds in that certain Limited Warranty Deed dated December 31, 1996 by and between SHEPPARDS DEVELOPMENT CORPORATION, a Nevada corporation, as Grantor and ECOM REAL ESTATE MANAGEMENT, INC., a Delaware corporation, as Grantee, recorded in Instrument # D204134764 of the Deed Records in Tarrant County, Texas.

Save and Except:

20.714 acres, more or less, being all of Lot 1, Block 1, of the Forum at Grand Prairie, an Addition to the City of Grand Prairie, Tarrant County, Texas, being more particularly described by metes and bounds in that certain Warranty Deed dated May 13, 2005 by and between ECOM REAL ESTATE MANAGEMENT, INC., a Delaware corporation and Henry D. Lindsley, III, as Grantors and BBCW/Moran Developers, LP, a Texas Limited partnership, as Grantee, recorded in Instrument # D205 156306 of the Deed Records in Tarrant County, Texas.

Tract 2

Being a tract of land situated in the E. Rowland Survey, A-1313, located in the City of Grand Prairie Tarrant County, Texas and being a portion of that certain 151.0038 acre tract of land described as "Tract 1" in a Special Warranty Deed, dated 3/31/1993, from The Resolution Trust Corporation to Sheppards Development Corporation and Henry D. Lindsley III, recorded in Volume 11032, Page 131, of the Deed Records, Tarrant County, Texas, SAVE & EXCEPT the following 6 (SIX) tracts of land:

1. Being a 11.697 acre tract of land situated the E. Rowland Survey, A-1313, located in the City of Grand Prairie, Tarrant County, Texas and being more particularly described in that certain Warranty Deed, dated 5/23/1997, from Sheppards Development Corporation and Henry D. Lindsley III to GP-F LTD. A Texas Limited Partnership, recorded in Volume 12780, Page 579, of the Deed Records, Tarrant County, Texas.
2. Being a 22.884 acre tract of land situated the E. Rowland Survey, A-1313, located in the City of Grand Prairie, Tarrant County, Texas and being more particularly described in that certain Warranty Deed, dated 5/23/1997, from Sheppards Development Corporation and Henry D. Lindsley III to GP-F LTD. A Texas Limited Partnership, recorded in Volume 12780, Page 568, of the Deed Records, Tarrant County, Texas.
3. Being a 20.714 acre tract of land situated in the E. Roland Survey, A-1313, located in the City of Grand Prairie, Tarrant County, Texas, and being more particularly described in that certain Warranty Deed, dated 10/24/2007, from American Opportunity for Housing-Grand Forum, LLC to Sequoia Forum L. P., et al, recorded in Instrument Number D207435454, of the Deed Records, Tarrant County, Texas.
4. Being a 19.600 acre tract of land situated the E. Rowland Survey, A-1313, located in the City of Grand Prairie, Tarrant County, Texas and being more particularly described as "Tract 1" in that certain Warranty Deed, dated 4/29/2004, from Sheppards Development Corporation to E-Com Real Estate Management, Inc., recorded in Instrument Number D204134764, of the Deed Records, Tarrant County, Texas.

5. Being a 24.946 acre tract of land situated the E. Rowland Survey, A-1313, located in the City of Grand Prairie, Tarrant County, Texas and being more particularly described as "Tract 3" in that certain Warranty Deed, dated 4/29/2004, from Sheppards Development Corporation to E-Com Real Estate Management, Inc., recorded in Instrument Number D204134764, of the Deed Records, Tarrant County, Texas.

6. Being a 47.477 acre tract of land situated the E. Rowland Survey, A-1313, located in the City of Grand Prairie, Tarrant County, Texas and being more particularly described in that certain Warranty Deed, dated 4/29/2004, from Sheppards Development Corporation to Traders Village, LTD recorded in Instrument Number D194100521, of the Deed Records, Tarrant County, Texas.

Containing a net aggregate area of 3.791 acres of land, more or less.

In addition to the above described land, this lease and term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by the Lessor which are contiguous or adjacent to the land described herein.